

Atty. Dkt. No. 046948-0114
(f/k/a 071402-0117)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Harold F. Ross

Title: METHOD OF USING AN ICE CREAM MACHINE

Appl. No.: 10/689,864

Filing Date: 10/21/2003

Examiner: Tapolcai, W.

Art Unit: 3744

TERMINAL DISCLAIMER

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Your Petitioner, Ross Manufacturing, LLC, having its principal place of business at 3707 19th Avenue, N., Escanaba, MI 49829, represents that it is the owner of the entire right, title, and interest in and to U.S. Patent Application Serial No. 10/689,864, filed 10/21/2003. Further, your Petitioner represents that it is the owner of U.S. Patent No. 6,672,079, which issued on U.S. Patent Application No. 10/222,754, filed 08/16/2002, by virtue of an Assignment filed and recorded on July 13, 2004, on Reel/Frame 014845/0199, in the United States Patent and Trademark Office, a copy of which is attached hereto as APPENDIX A.

Your Petitioner, Ross Manufacturing, LLC, hereby disclaims the terminal part of the term of any patent granted on the above identified patent application which would extend beyond the full statutory term, as shortened by any terminal disclaimer, of U.S. Patent 6,672,079, and hereby agrees that any patent so granted on the above identified patent application shall be enforceable only for and during such period that the legal title to U.S. Patent 6,672,079 shall be

the same as the legal title to any patent granted on the above identified patent application, this agreement to run with any patent granted on the above identified patent application and to be binding upon the grantee, its successors or assigns.

In making the above disclaimer, Petitioner does not disclaim any terminal part of any patent granted on the above identified patent application, prior to the full statutory term of U.S. Patent 6,672,079 as defined in 35 U.S.C. §§154-156 and 173, in the event that U.S. Patent 6,672,079 expires for failure to pay a maintenance fee, is held unenforceable or is found invalid in a final judgment by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR §1.321(a), has all claims canceled by a reexamination certificate or as a result of an interference proceeding, or is otherwise not deemed to provide the rights conveyed by 35 USC §154, prior to the full statutory term of U.S. Patent 6,672,079 as defined in 35 USC §§154-156 and 173, except for the separation of legal title stated above. Further, Petitioner does not disclaim any terminal part of a patent granted on the above identified patent application that would extend beyond the present termination of U.S. Patent 6,672,079, in the event that such present term is extended by virtue of compliance with the conditions for term extension of any present or future patent term extension provisions of the patent law, including but not limited to 35 U.S.C. §§155, 155A or 156, and without waiving Petitioner's right to extend the term of a patent granted on the above identified patent application to the extent provided by law.

The undersigned, being the Attorney of Record for the above identified patent application, and duly authorized to act on behalf of Petitioner, certifies that he has reviewed the Assignment attached as Appendix A, and to the best of his knowledge and belief, legal title to the above identified patent application and U.S. Patent 6,672,079 rests with Petitioners. The undersigned declares that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such

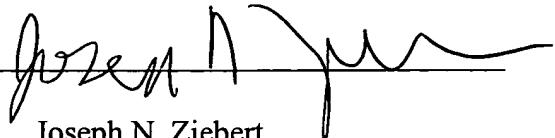
willful false statements may jeopardize the validity of the above-identified application or any patent issuing therefrom.

Respectfully submitted,

Date 2-15-05

FOLEY & LARDNER LLP
Customer No. 26371
Telephone: (414) 297-5768
Facsimile: (414) 297-4900

By



Joseph N. Ziebert
Attorney for Applicant
Registration No. 35,421

PATENT ASSIGNMENT

WHEREAS, Harold F. Ross, an individual residing in the state of Michigan ("Assignor"), is the owner of the inventions and the patents and patent applications related thereto listed on Exhibit A (the "Patents").

WHEREAS the Assignor has agreed to assign and does hereby assign to Ross's Manufacturing, LLC, a Delaware limited liability company ("Assignee"), all rights and licenses, in and to, the Patents.

NOW THEREFORE, for the valuable consideration as stated in the Purchase Agreement, the receipt of all of which is hereby acknowledged:

1. Assignor hereby confirms that, as of the date hereof, Assignor has sold, assigned and transferred and does hereby sell, assign and transfer to Assignee, all right, title and interest in and to the Patents, including renewals, continuations, divisions, reissues, and substitutions, all of the foregoing to be held and enjoyed by Assignee as fully and as entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

2. Without limiting the foregoing, it is understood that the rights of the Patents include all re-issues, disclaimers, and re-examinations of the Patents.

3. Assignor further sells, assigns and transfers to Assignee all of its right, title and interest in and to all claims for damages, accounting of profit and all other legal remedies by reason of past infringement of any of the Patents, with the right to sue and collect the same.

4. Assignor represents and warrants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

5. Assignor agrees that he will, upon reasonable request, and without further consideration, do such things and execute such further documents as are reasonably necessary to vest title thereto in Assignee, its successors, assigns and legal representatives or nominees.

6. Assignor agrees that Assignor will, upon reasonable request, without further consideration (subject to payment by Assignee upon demand of Assignor for the reasonable attorneys' fees of counsel to Assignor to review any papers, instruments and affidavits referenced below), promptly provide to Assignee all pertinent facts and documents relating to the rights assigned hereunder as are actually known and reasonably accessible to Assignor and will testify (at the sole but reasonable cost of Assignee, including, without limitation, applicable reasonable travel, lodging and related travel expenses) as to the same in any litigation or proceeding relating thereto and will promptly execute and deliver to Assignee, or its legal representatives, any and all papers, instruments and affidavits that are reasonably necessary to enforce such rights or to carry out the purposes hereof.

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P. 8 P. 03/05
PAGE 03

7. Assignor agrees, for himself and his legal representatives, to reasonably assist Assignee in the prosecution before the United States Patent and Trademark Office and the Federal Courts of any matters directly relating to the Patents, including renewals, continuations, divisions, reissues, and substitutions (at the sole cost of Assignee), that Assignee elects to make covering the Patents.

8. This assignment and all the terms hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns and legal representatives.

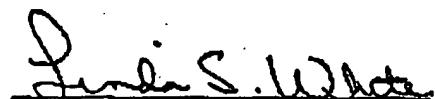
Dated: July 12, 2004

ASSIGNOR:


HAROLD F. ROSS

STATE OF Michigan)
COUNTY OF Delta)
ss:

The foregoing instrument was executed before me this 12 day of July, 2004, by Harold F. Ross.


LINDA S. WHITE
Notary Public

LINDA S. WHITE
Notary Public, Delta County, Michigan
My commission expires July 20, 2007

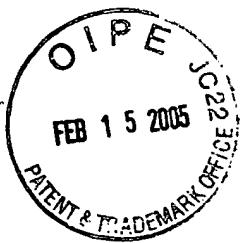


EXHIBIT A TO PATENT ASSIGNMENT
BY
HAROLD F. ROSS
IN FAVOR OF
ROSS MANUFACTURING, LLC

Patent No.	Title of Patent	Issue Date
5,755,106	Ice cream machine having an auxiliary evaporation tank	05/26/1998
6,101,834	Ice cream machine having an evaporator tank which evenly freezes ice cream	08/15/2000
6,119,492	Ice cream machine optimized to efficiently and evenly freeze ice cream	09/19/2000
6,370,892	Batch process and apparatus optimized to efficiently and evenly freeze ice cream	04/16/2002
6,651,448	Ice cream machine including a controlled input to the freeze chamber	11/25/2003
6,662,592	Ice cream machine including a secondary cooling loop	12/16/2003
6,672,079	Ice cream machine having an auxiliary evaporator tank	01/06/2004

Application No. (Serial No.)	Title of Patent Application Pending	Date Filed
20030035310 (10/654371)	Ice cream machine including a controlled input to the freeze chamber	9/3/2003
PCT/US03/04084 (10/464425)	Ice cream machine including a controlled input to the freezing chamber	2/12/2003
(10/686017)	Dispensing system for ice cream	6/18/2003
(10/689864)	Ice cream machine with specialized motor	10/15/2003
	Method of using ice cream machine	10/21/2003